

PREPARED BY AND RETURN TO:
JAMES G. WILLARD, ESQUIRE
SHUTTS & BOWEN LLP
300 S. ORANGE AVENUE, SUITE 1600
ORLANDO, FLORIDA 32801

FIRST AMENDMENT TO AMENDED AND RESTATED
SILVERLEAF ROAD NETWORK AGREEMENT
C.R. 545/AVALON ROAD
AND
NEW INDEPENDENCE PARKWAY

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SILVERLEAF ROAD NETWORK AGREEMENT (the “**First Amendment**”), is effective as of the last date of execution by the parties hereto (the “**Effective Date**”), and is made and entered into by and between **JEN FLORIDA 36, LLC**, a Florida limited liability company (“**Jen Florida**”), **HAMLIN PARTNERS AT SILVERLEAF, LLC**, a Florida limited liability company (“**Hamlin Partners**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 (“**County**”).

WITNESSETH:

WHEREAS, Jen Florida, Hamlin Partners and County (collectively the “**Parties**”) are parties to that certain Amended and Restated Silverleaf Road Network Agreement recorded April 1, 2025 at Doc# 20250188632, Public Records of Orange County, Florida (the “**Silverleaf Road Agreement**”); and

WHEREAS, the Parties desire to amend the Silverleaf Road Agreement pursuant to the terms of this First Amendment.

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Silverleaf Road Agreement as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Silverleaf Road Agreement.

2. **Deletion of Letter of Credit Requirement**. Paragraph 5.2 of the Silverleaf Road Agreement is hereby amended by deleting the former subsection 5.2(iv) requiring an irrevocable letter of credit. The amended Section 5.2 is hereby restated to read as follows:

“5.2 **Construction**. Prior to construction of any Improvements, Constructing Owner shall (i) obtain all applicable permits and final County construction plan approval,

and (ii) provide satisfactory payment and performance bonds in the amount of the Improvement construction contracts, together with a rider to such bonds identifying County as a dual-obligee.

Upon completion of any segment of roadway construction, County shall issue a certificate of completion (including but not limited to, the following listed items), to Construction Owner within ten (10) business days after receipt by County of (i) the engineer's certification of completion, (ii) acceptable as-built drawings and (iii) all other applicable deliverables as shown on the certificate of completion form."

3. Ratification. Other than as set forth in this First Amendment, the Silverleaf Road Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Jen Florida, Hamlin Partners, and County have caused this First Amendment to be duly executed by their respective authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings,
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print: _____

WITNESSES:

[Signature]
Print Name: Don Edwards

[Signature]
Print Name: Trina Dzienior

JEN FLORIDA 36, LLC, a Florida limited liability company

By: [Signature]
Print Name: Richard Jerman
Title: Manager

STATE OF FLORIDA
COUNTY OF Seminole


The foregoing instrument was sworn to, subscribed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of July, 2025 by Richard Jerman, as Manager of Jen Florida 36, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me, or ☐ has produced _____ as identification.



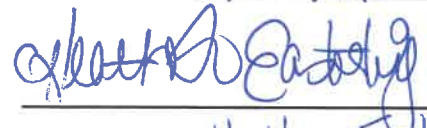
[Signature]
(Signature of Notary Public)
Print Name: Trina D Dzienior
Notary Public, State of Florida
Commission No.: HH 571774
My Commission Expires: 9.9.28

WITNESSES:

HAMLIN PARTNERS AT SILVERLEAF,
LLC, a Florida limited liability company


Print Name: TIA PHILLIPS

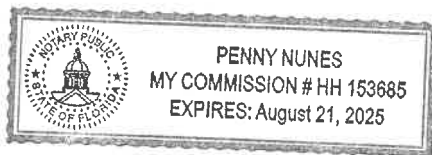
By: BK Hamlin Partners Southwest, LLC,
a Florida limited liability company, its
Manager

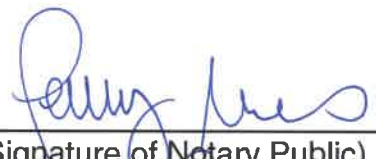

Print Name: Heather Easterling

By: 
Ken L. Kupp, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to, subscribed and acknowledged before me
by means of ☒ physical presence or ☐ online notarization, this 20th day of
July, 2025 by Ken L. Kupp, as President of BK Hamlin Partners Southwest,
LLC, a Florida limited liability company, as Manager of HAMLIN PARTNERS AT
SILVERLEAF, LLC, a Florida limited liability company, on behalf of the company. He is
☒ personally known to me, or ☐ has produced
_____ as identification.




(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: HH153685
My Commission Expires: 8/21/25